

CONDITIONS OF THE CONTRACT
CITY OF MAPLE GROVE, MINNESOTA

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April 2015

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CONDITIONS OF THE CONTRACT

CITY OF MAPLE GROVE, MINNESOTA

Revised February 2015

1. DEFINITIONS

a. CONTRACT DOCUMENTS

The contract documents consist of the following, including all addenda issued prior to the opening of bids and modifications issued after execution of the contract:

- i. Bid Documents (Advertisement, Information to Bidders, Proposal and Bid Security);
- ii. Agreement;
- iii. Performance and Payment Bond;
- iv. Project Specifications and Special Provisions thereof;
- v. Standard Specifications for Utility and Street Construction Maple Grove, dated 2015;
- vi. Conditions of the Contract (General Supplementary and other Conditions); and
- vii. Drawings.

b. CONTRACT

The contract documents form the contract. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

c. ENGINEER

The Engineer is the authorized representative of the Owner, as named in the contract documents.

d. OWNER

The Owner is the City of Maple Grove, a municipal corporation of the State of Minnesota, located in Hennepin County or as named in the contract documents.

e. CONTRACTOR

The Contractor is the person, entity or authorized representative thereof named in the contract documents to construct the project pursuant to plans and specifications.

f. SUBCONTRACTOR

The Subcontractor is any person or other entity acting for or on behalf of the Contractor in performing any part of the contract.

g. PROPOSAL

The proposal is the offer of a bidder to perform the work described in the bid documents when made out and submitted on the prescribed proposal form, properly signed and secured.

h. BID SECURITY

The bid security, where required by the advertisement or information to bidders, is a cashier's or certified check, cash or bid bond accompanying the proposal submitted by the bidder, pledging that the bidder will enter into an agreement with the owner for the carrying out of the work, should the contract for the work be awarded to him.

i. AGREEMENT

The agreement is the written contract between the owner and Contractor covering the performance of the work described in the contract documents. Other contract documents are attached to the agreement.

j. PERFORMANCE AND PAYMENT BOND

The performance and payment bond is the approved form of security furnished by the Contractor and his surety prior to the execution of the agreement as a pledge of good faith on the part of the Contractor, and the surety in the event of the Contractor's

default, covering the Contractor's faithful performance under the contract documents and the payment of all obligations arising thereunder. The terms and conditions of said bond are governed by M.S.A. Section 574.26 et. seq. and amendments thereto.

k. BIDDER

A bidder is an individual or other entity submitting a proposal for the advertised work.

l. SURETY

A surety is the person or other entity executing the Contractor's performance and payment bond.

m. SPECIFICATIONS

The specifications consist of the Standard Specifications for Utility and Street Construction; Maple Grove, dated 2015 and all subsequent amendments together with the project specifications. References made to Mn/DOT specifications shall mean the 2014 Standard Specifications for Construction of the Minnesota Department of Transportation dated April 29, 2013 and all subsequent revisions.

n. DRAWINGS

The drawings are all plans, drawings or reproductions of drawings issued by the Engineer pertaining to the work and provided for in the contract documents.

o. WRITTEN NOTICE

Written notice shall be deemed to have been served if delivered in person or sent by registered or certified mail to the individual or other entity or to the last known business address of such individual or entity. It shall be the duty of each party to advise the other parties to the agreement as to any change in the business address until completion and acceptance of the work.

p. ACTS OF GOD

An Act of God is an unusual, extraordinary and sudden manifestation of the forces of nature, uncontrolled and uninfluenced by the power of man and without human intervention, which could not under normal circumstances have been anticipated or expected. Ordinary, expectable, and gradual weather conditions of normal intensity for the locality shall not be considered as an Act of God and the owner or Engineer shall not be liable to the Contractor for damage to the work resulting therefrom.

2. WORKING DAYS & HOURS

Within 500 feet of any residentially zoned property (other than R-A), no person shall engage in, permit, or allow construction activities involving the use of manual tools, movement of equipment or power equipment, including, but not limited to, any kind of electric, diesel, or gas-powered machine, at any time other than between the hours of 7:00 a.m. and 9:00 p.m. on weekdays, and 8:00 a.m. and 9:00 p.m. on Saturdays.

No work shall occur on Sundays or holidays without written authorization from a representative of the Owner.

3. BIDDING REQUIREMENTS

a. PROPOSAL FORMS

The Owner will furnish proposal forms to any qualified bidder upon request.

b. INTERPRETATION OF PLANS, SPECIFICATIONS AND WORK SITE

The quantities appearing in the proposal shall be used as the basis of calculation for comparison of proposals. The scheduled quantities are to be considered approximate only and may be increased, decreased or omitted as provided in Section 10.d.

c. EXAMINATION OF PLANS, SPECIFICATIONS AND WORK SITE

Each bidder is required to examine carefully the site of the work, the proposal forms, specifications and forms. Submission of a proposal shall be considered evidence that the bidder has made such examination and that he has familiarized himself with the conditions to be encountered, the character, quality and quantity of work to

be performed and material to be furnished and the requirements of these contract documents.

d. ADDENDA

Any addenda issued by the Owner or Engineer prior to the time of receipt of proposals or prior to the date set for opening of proposals, shall be included in the proposal and shall be made part of the contract documents. Receipt of each addendum shall be acknowledged by the bidder in his proposal.

e. PREPARATION OF BID

The bidder shall submit his proposal in duplicate on the proposal forms provided by the Owner. All blank spaces in the proposal must be filled in clearly and correctly in ink or typewritten. Any interlineation, alteration or erasure must be initialed by the signer of the proposal. The proposal shall be signed in ink by the individual or authorized representative making the proposal.

f. RESERVATION AND/OR EXCEPTIONS

Reservations or exceptions shall be clearly stated in writing and attached to the proposal. They will be deemed to be a part of and incorporated into the proposal. Bidders are advised that if such reservations or exceptions constitute a substantial deviation from the advertised terms and conditions, their proposals may be rendered non-responsive. The bidder shall make no additional stipulations on the proposal nor qualify it in any other manner.

g. BID SECURITY

If so stipulated in the advertisement or invitation to bid, each proposal shall be accompanied by a bid security in the required form and amount pledging that the bidder will enter into a contract with the owner on the terms stated in his proposal and will, if required, furnish bonds as described hereunder in Section 9.c covering the faithful performance of the contract and the payment of all obligations arising thereunder. Should the bidder refuse to enter into such contract or fail to furnish such bond, if required, the amount of the bid security shall be forfeited to the owner as liquidated damages, not as a penalty. The owner will have the right to retain the bid security of bidders until either (a) the contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed for proposals to be withdrawn, or (c) all proposals have been rejected.

h. DELIVERY OF PROPOSAL

Each proposal shall be placed in an opaque envelope and securely sealed. The envelope shall be so marked as to indicate the name and address of the bidder, the type of work and the project designation. If mailed, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. All proposals shall be in the office of the designated recipient before the time set for bid opening.

i. OPENING OF PROPOSALS

Proposals will be opened publicly and read aloud at the time, date and place designated in the advertisement.

j. EVALUATION OF PROPOSALS

The Owner reserves the right to reject any proposal if it shows any omissions, alterations, irregularities, is submitted after advertised bid closing, or is unaccompanied by any required bid security. The bidder further acknowledges the right of the Owner to reject all proposals and re-advertise with the same or different bid documents. In any event, the owner reserves the right to waive any informalities, irregularities or minor deviations in the proposal. Comparison of proposals will be made on the basis of the stated unit prices and unit prices will control in the event of a discrepancy between the unit price and the extension or summation thereof.

k. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

By submission of a proposal, each bidder certifies that:

- i. The prices in the proposal have been arrived at independently, without consultation, communication or agreement as to any matters relating to such prices with any other bidder or with any competitor for the purpose of restricting competition;
- ii. The prices which have been quoted in the proposal have not been or will not be knowingly disclosed to any other bidder or competitor prior to the opening of the proposals;
- iii. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

l. AFFIRMATIVE ACTION – EQUAL OPPORTUNITY CERTIFICATE

The City of Maple Grove shall not use public funds to further any violations of State and Federal Equal Employment Laws. The City's commitment to this shall be demonstrated through its Affirmative Action Requirements for Contractors, Subcontractors and Vendors with whom the City does business.

All bid specifications, request for bid forms and contracts for contract amounts of \$100,000 or above shall require all Contractors, Subcontractors and Vendors which have 40 or more employees full-time to submit a certified copy of their Affirmative Action Certification for the current period.

The City shall continue to award contracts for contract amounts of \$100,000 or over to the lowest bidder provided the bidder meets the City's Affirmative Action Requirements. If a Contractor, Subcontractor or Vendor which has 40 or more employees does not comply with the intent of the City's Affirmative Action Requirements as listed above, the contract will be awarded to the next lowest bidder with the same procedure applying.

If a Contractor, Subcontractor or Vendor which has 40 or more full time employees is found to be in violation of State or Federal Equal Employment Opportunity Laws or has no Affirmative Action Program or is not willing to comply and carry out the City's Affirmative Action

Requirements, the City Administrator may immediately request that the City Attorney issue a "Letter of Show Cause" requesting the Contractor, Subcontractor or Vendor to provide the City Administrator with information showing why the City should not terminate the contract for Contracts of \$100,000 or more.

The context of Minnesota Statute 181.59 (as amended) is incorporated by reference here, and made a part of, this Affirmative Action Policy.

M.S. 181 EMPLOYMENT; WAGES, CONDITIONS, HOURS, RESTRICTIONS.
181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT. Every contract for or on behalf of the State of Minnesota or any County, City, Town, Township, School, School District or any other district in the State for which materials, supplies, or construction shall contain provisions by which the Contractor agrees:

That, in the hiring of common or skilled labor for the performance of any work under any contract or any subcontract hereunder, no Contractor, material supplier, or vendor shall by reason of race, creed or color discriminate against the person or persons who are citizens of the United States, who are qualified and available to perform the work to which such employment relates;

That no Contractor, material supplier, or vendor shall in any manner discriminate against or intimidate or prevent the employment of any such person or persons or being hired, prevent, or conspire to prevent any such person or persons from the performance of work under any contract on account of race, creed, or color.

ANY VIOLATION OF THIS SECTION SHALL BE A MISDEMEANOR; AND That this contract may be canceled or terminated by the State, County, City, Town, School Board or any other person authorized to grant contracts for such employment and all money due or to become due hereunder may be forfeited for a second or subsequent violation of the terms of conditions of this contract.

m. RESPONSIBLE CONTRACTOR REQUIREMENTS

In addition to conforming to all responsibility requirements in the bid documents, a contractor responding to a bid solicitation must also meet the criteria in Minnesota Statutes, section 16C.285, subdivision 3 to be awarded this contract as the lowest responsible bidder. Any prime contractor or subcontractor that does not meet the minimum

criteria of Minn. Stat. 16C.285, subd. 3 or fails to verify that it meets those criteria is not a responsible contractor/bidder and is not eligible to be awarded a construction contract for the project or to perform work on the project.

The contractor shall submit with its bid to the City a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minn. Stat. 16C.285, subd. 3. A contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. If a prime contractor or any subcontractor retains additional subcontractors after submitting its verification of compliance, the prime contractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and submit the verification to the City within 14 days of retaining the additional subcontractors. A false statement on a verification of compliance shall render the prime contractor or subcontractor ineligible to be awarded the construction contract and may result in termination of the contract without liability to the City. A prime contractor shall submit to the City upon request copies of the signed verifications of compliance from all subcontractors.

4. AWARD OF THE CONTRACT

When the proposal of the lowest responsible bidder is accepted the owner will send him the necessary contract documents and a notice that the contract has been awarded to him, subject to the furnishing of a performance and payment bond, where required.

a. PERFORMANCE AND PAYMENT BOND

Where required and prior to or at the time of the execution of the agreement the bidder determined to be the lowest responsible bidder shall furnish a public Contractor's bond as required by M.S.A. Section 574.26 et. seq. and amendments thereto.

b. EXECUTION OF AGREEMENT

The lowest responsible bidder shall, within 15 days after receiving the notice of award, sign the agreement contained in the contract documents and return the signed agreement and other contract documents to the Owner. No proposal will be considered as binding on the Owner until the contract has been approved and executed by all parties.

c. FAILURE TO EXECUTE CONTRACT

Upon the failure of the lowest responsible bidder to furnish an acceptable bond, where required, or to execute the contract within the time above specified, the Owner may have the option to annul the award and retain the bid security accompanying the bid as liquidated damages and not as a penalty. This shall not be the sole remedy of the Owner but upon default by the bidder the Owner may adopt any legal remedy which it may see fit to adopt.

d. RETURN OF BID SECURITY

All bid securities, except that of the lowest responsible bidder, will be returned after the date of the opening of proposals, and within the time frame provided in the bid documents. The bid security of the lowest responsible bidder will be returned upon receipt of the properly executed contract.

5. INTENT OF DRAWINGS AND SPECIFICATIONS

The intent of the drawings and specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the drawings and described in the specifications and all incidental work considered necessary to complete the project in an acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

a. ORDER OF PRECEDENCE

If there be a conflict between or among any of the terms or provisions of the Contract Documents, the following order of precedence shall apply:

- i. Agreement
- ii. Project Specifications and Special Provisions thereof
- iii. Standard Specifications for Utility and Street Construction
Maple Grove, dated 2015
- iv. Conditions of the Contract (general supplementary and other conditions)

v. Drawings

vi. Bid Proposal

b. DISCREPANCIES

Any ambiguity or discrepancy in the drawings and specifications, no matter how seemingly insignificant to the Contractor, shall be brought immediately to the attention of the Engineer for clarification. Any Contractor who fails to bring any ambiguity or discrepancy of which it was or should have been aware, shall assume the risk of loss because of, and shall be allowed no claim for the misinterpretation of the drawings and specifications contrary to the intended interpretation of the Engineer.

c. ADDITIONAL INSTRUCTIONS

Further or additional instructions may be issued by the Engineer during the progress of the work by the use of drawings or other means to clarify the contract documents or to explain or illustrate changes in the work to be done.

d. COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

Except as provided for otherwise, five (5) copies of drawings and specifications shall be furnished to the Contractor without charge. Any additional copies requested by Contractor shall be furnished upon payment of charges made at the prevailing rate charged by the Owner.

e. DRAWINGS AND SPECIFICATIONS AT JOB SITE

One complete set of all drawings and specifications, addenda, approved shop drawings, change orders and other modifications shall be maintained by the Contractor at the job site and shall be available to the Engineer at all times.

f. OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications and copies thereof and other data furnished by the Engineer are and shall remain his property. They are to be used only with respect to this project and are not to be used on any other project. Said documents are to be returned or suitably accounted for to the Engineer on request at the completion

of the work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Engineer's common law copyright or other reserved rights.

g. DIMENSIONS

Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the Contractor is affected by dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefor.

h. SAMPLES

All samples called for in the specifications or required by the Engineer shall be furnished by the Contractor and shall be submitted to the Engineer for his approval. Samples shall be furnished so as not to delay the project. The Contractor shall furnish such samples of material as may be required for examination and testing. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided for in the specifications.

i. PRODUCT DATA

Product data are illustrations, standard schedules, performance charts, instruction, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

j. SHOP DRAWINGS

The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Engineer's instructions. Deviations from the drawings and specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for approval. The Engineer's approval of any drawings shall not release the Contractor from responsibility for such deviations.

Shop drawings shall be promptly submitted by the Contractor after he has reviewed, checked and approved the data to determine that they are in harmony with the requirements of the project and with the provisions of the contract documents and after he has

verified all field measurements and construction criteria, materials, catalog numbers and similar data. In submitting the shop drawings the Contractor is certifying that the work represented by the shop drawings is recommended by the Contractor.

Shop drawings shall be submitted according to the following schedule:

- i. Three (3) copies shall be submitted with reasonable promptness and in such sequence as to prevent delay of the work.
- ii. The Engineer shall, within 14 days of the submittal of any shop drawings, or within a reasonable time period return one copy to the Contractor marked with corrections and changes.
- iii. The Contractor shall then promptly correct the shop drawings to conform to the corrections and changes requested by the Engineer.
- iv. Following completion of such corrections and changes, the Contractor shall promptly furnish the Engineer two (2) copies of the shop drawings conforming to the required corrections and changes.

k. QUALITY OF EQUIPMENT AND MATERIALS

In order to establish standards of quality, the Engineer, in the specifications, has referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design unless otherwise specifically stated in the specifications or special provisions.

The Contractor shall furnish the complete list of proposed substitutions prior to the bidding opening date, together with such Engineering and product data as the Engineer may require. The owner requires that product substitutions be pre-approved prior to bidding the project.

The Contractor shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified

material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the general Contractor and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.

I. FURNISHING OF PRODUCT DATA

The Contractor shall furnish one (1) copy of complete product data for every manufactured item of equipment and all components to be used to perform the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type.

This data shall be compiled by the Contractor and reviewed by the Engineer before any of the equipment is ordered.

All data shall be indexed according to specification section and paragraph for easy reference.

After review, this data shall become a part of the contract, and may not be deviated from except upon written approval of the Engineer.

Product data for equipment reviewed by the Engineer does not in any case supersede the contract documents. The review of the Engineer shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the Engineer's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the contract documents for deviations and errors.

It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper

operation and to be in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.

Product data shall be promptly submitted by the Contractor after he has reviewed, checked and approved the data to determine if they are in harmony with the requirements of the project and with the provisions of the contract documents and after he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. In submitting the product data, the Contractor is certifying that the work represented by the data is recommended by the Contractor.

6. ENGINEER'S RESPONSIBILITY AND AUTHORITY

The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

Claims, disputes, disagreements, or other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the contract documents shall be referred initially to the Engineer for decision which he will render in writing within a reasonable time.

a. OBSERVATION OF WORK

All materials and each part or detail of the work shall be subject at all times to observation by the Engineer and the Owner, and the Contractor will be responsible for strict adherence to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the work. Such observations may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such observation. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make his observations and construction review.

b. CONTRACTOR'S SUPERINTENDENT

A competent superintendent, who is acceptable to the Owner, shall give efficient supervision to the work until its completion and shall be available to the work site when given verbal notice. The

superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the superintendent or in his absence the project foreman, shall be as binding as if given to the Contractor. Important communications shall be confirmed by the Engineer in writing. Other communications shall be so confirmed upon written request of the Contractor. It shall be the responsibility of the Contractor's superintendent to coordinate the work of all the Subcontractors. When required, the superintendent shall be present on the site to perform adequate supervision and coordination.

c. ASSIGNMENT OF CONTRACT

The Contractor shall neither sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, or his obligations hereunder, nor, if the Contractor is a corporate entity, sublet, sell, transfer or assign a majority of the outstanding shares of stock in the corporation, without prior written consent of the Owner. In case written consent is given, the Contractor will be permitted to sublet a portion of the contract or corporate stock thereof, but shall perform, with his own organization, work amounting to not less than 50% of the total original contract cost. No subcontracts or transfer of contract or corporate stock shall release the Contractor of his liability under the contract or bonds.

d. SUSPENSION OF WORK

The Owner or Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications.

Said suspension shall be effective provided the Owner gives the Contractor three (3) days written notice of suspension. The Contractor shall resume the work within ten (10) days after notice to resume work is given by the Owner to the Contractor.

e. OWNER'S RIGHT TO CORRECT DEFICIENCIES

Where it is not an emergency and upon failure of the Contractor to perform the work in accordance with the contract documents,

including any requirements with respect to the schedule of completion, and after five (5) days written notice to the Contractor, the Owner may, without prejudice to any other remedies he may have, correct such deficiencies. In the case of an emergency the Owner shall have the right to correct the defective work immediately with payment pursuant to Section 11.m.

f. OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

If the Contractor defaults or neglects to carry out the work in accordance with the contract documents, the Owner shall have the right to terminate the Contract after giving ten (10) days written notice of termination to the Contractor. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. Tools and equipment are defined as those items included in the proposal form and are not intended to be construed as being the Contractor's equipment used for installation purposes.

It may be considered a default at the sole discretion of the Owner if the Contractor shall:

- i. File a petition in bankruptcy, attempt a reorganization under the bankruptcy laws, become insolvent, make a general assignment for the benefit of his creditors, or if a trustee or receiver be appointed;
- ii. Disregard or violate the provisions of the contract documents, laws, regulations or orders of any public body having jurisdiction or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof; or
- iii. Fail to provide a competent superintendent, workmen or Subcontractor, or proper materials, or fail to make prompt payments therefor.

g. CONTRACTOR'S RIGHT TO SUSPEND OR TERMINATE CONTRACT

The Contractor may suspend the work or terminate the contract after giving ten (10) days written notice to the Owner and the Engineer due to the occurrence of any one of the following:

- i. If an order of any court or other public authority caused the

work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or any of his employees;

- ii. If the Engineer should fail to act upon any request for payment within 20 days after it is presented in accordance with the conditions of the contract;
- iii. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Engineer.

h. RIGHTS OF VARIOUS INTERESTS

Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by agreement to secure the completion of the various portions of the work in general harmony.

i. SEPARATE CONTRACTS

The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his work and to report to the Engineer any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Engineer immediately any difference between completed work by others and the drawings.

j. SUBCONTRACTS

Unless otherwise specified in the contract documents, the Contractor shall, upon receipt of the executed contract documents, submit in writing to the Owner the names of all Subcontractor proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.

The Contractor is responsible to the Owner for the acts and omissions of his Subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees.

The contract documents shall not be construed as creating any contractual relation between the Owner, the Engineer and any Subcontractor.

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the contract documents as far as applicable to his work.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Engineer an arbiter to establish limits to the contracts between Contractor and Subcontractors.

k. WORK DURING AN EMERGENCY

In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. In all cases he shall, as soon as practicable, notify the Owner of the emergency and he shall not wait for instructions before proceeding to protect both life and property.

Any additional compensation or extension of time claimed by the Contractor on account of said emergency work shall be determined under Section 11.j.

l. ORAL AGREEMENTS

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Engineer, or by other representatives of the Owner. However when, in the opinion of the Contractor, such verbal orders or suggestions entitle him to a change in contract price or time or both, he must request a change order from the Owner. No verbal order or suggestion of any representative or employee of the Owner, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material, or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith.

m. NONDISCRIMINATION IN EMPLOYMENT

For work under this contract the Contractor must agree:

- i. That in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, creed, color or national origin, discriminate against the person or persons who are qualified and available to perform the work to which such employment relates.
- ii. That no Contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of any person or persons, or on being hired, prevent or conspire to prevent any person or persons from the performance of the work under this contract on account of race, creed, color or national origin.
- iii. Violation of this section shall be cause for cancellation or termination of this contract.

7. LANDS BY OWNER

The Owner shall provide, not later than the date specified in the construction schedule as approved by the Engineer, the lands shown on the drawings upon which the work under the contract is to be performed. The Owner shall also provide rights-of-way for access thereto. Any delay in furnishing these lands by the Owner shall be deemed proper cause for consideration of adjustment in the time of completion.

a. LANDS BY CONTRACTOR

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the drawings and specifications and such additional areas which he may provide at his expense. The Contractor shall have written approval for use of those lands provided at his expense and submit said written approval to Engineer prior to using land(s).

b. PRIVATE PROPERTY

The Contractor shall not enter upon private property for any purpose without obtaining permission from the owner thereof, and he shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

c. SURVEYS

Unless otherwise specified, the Engineer retained by the Owner shall establish all surveys and elevations in accordance with Mn/DOT specification 1508 including staking for proposed underground utilities. Based upon the information provided by the Engineer, the Contractor shall develop and make all detail surveys necessary for construction, including laser, and other working points, lines and elevations. The Contractor shall be responsible for carefully preserving bench marks, reference points and stakes, and, in the case of destruction thereof resulting from his negligence or otherwise, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

d. UTILITIES

The Contractor shall be solely responsible for verifying the exact location of all utilities. Prior to the start of any construction, the Contractor shall notify all utility companies having utilities in the project area. The Contractor shall have sole responsibility for providing temporary support and for protecting and maintaining all existing utilities in the project area during the entire period of construction including, but not limited to, the period of excavation, backfill and compaction. In carrying out this responsibility, the Contractor shall exercise particular care, whenever gas mains or other utility lines are crossed, to provide compacted backfill or other stable support for such lines to prevent any detrimental displacement, rupture or other failure.

8. MATERIALS AND WORKMANSHIP

a. MATERIALS FURNISHED BY CONTRACTOR

All materials used in the work shall be new unless otherwise provided for in the contract documents, shall meet the requirements of the specifications, and shall not be incorporated into the work until reviewed by the Engineer.

Unless otherwise specifically indicated in the contract documents, all materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the work or not.

b. MATERIALS FURNISHED BY OWNER

Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the materials into the work, the Contractor shall inspect the materials so furnished by the Owner. If the Contractor discovers any patent defects in material furnished by the Owner, he shall notify the Engineer.

Unless otherwise noted or specifically stated, materials furnished by the Owner are considered to be f.o.b. the nearest railroad station or truck line. The Contractor shall transport the materials to the job site, unload and properly protect all such materials from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

c. STORAGE OF MATERIALS

Materials shall be so stored by the Contractor as to insure the preservation of their quality and fitness for the work. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the Owner or lessee thereof.

d. CONDUCT OF WORKMEN

The qualifications and conduct of workmen shall be in accordance with Mn/DOT Specification 1802.

e. REJECTED WORK AND MATERIALS

All materials, whether furnished by the Owner or Contractor, which do not conform to the requirements of the contract documents, or which are not equal to samples or other product data reviewed by the Engineer, or which are in any way unsatisfactory to the Owner or unsuited to the purpose for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the owner, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

Should the Contractor fail to remove rejected work or materials within (10) days after written notice to do so, the Owner may remove them and may store the materials.

Correction of faulty work after final payment shall be in accordance with Section 11.v.

f. MANUFACTURER'S DIRECTIONS

Manufactured supplies, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

g. CUTTING AND PATCHING

The Contractor shall do all necessary cutting, fixing or patching of the work that may be required to make its several parts fit together properly, or to properly receive the work of the various trades, or, as required by the drawings and specifications, to complete the work. He shall restore cut or patched work as approved by the Engineer. Cutting of any existing structure that shall endanger the work, adjacent property, workmen or the public shall not be done.

h. WARRANTY

A Contractor shall expressly warrant the workmanship, equipment and materials furnished to be in compliance with the terms of the contract documents. The said warranty shall extend for a full two (2) year period from and after the acceptance of the project by the Owner. If any of the work is found to be defective or not in

accordance with the contract documents, the Contractor shall correct the said condition promptly after receipt of written notice from the Owner. Prior to commencement of the corrective work, the Contractor shall provide insurance certificate policies, in accordance to Section 9 herein. So as to protect the Owner, its Engineer or agents during the performance of the warranty work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the project is finally accepted by the Maple Grove City Council; however, in the case of a project which includes both utility improvements and street improvement, the Owner could accept the utility portion of the project upon written request by the Contractor and recommendation of the project Engineer after the utility portion has been completed and is capable of being put into service by the Owner.

Implied warranties as of the date of the contract shall also apply.

The Contractor's performance and payment bond delivered to the Owner pursuant to the contract shall cover the Contractor's obligations provided for herein.

9. INSURANCE, LEGAL RESPONSIBILITY, PUBLIC SAFETY AND MISCELLANEOUS

a. INSURANCE

The Contractor shall secure and maintain such insurance from an insurance company authorized to write casualty insurance in the state where the work is located as will protect himself, his Subcontractors, and the Owner and Engineer from claims for bodily injury, death or property damage which may arise from work performed under the contract documents. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and shall have filed the certificate of insurance or the certified copy of the insurance policy with the Owner and Engineer. Each certificate of insurance shall contain as additional named insureds the owner, the Engineer and his consultants, and each of their officers, employees and agents and any other person with an insurable interest designated by the Owner as an additional named insured. Each certificate of insurance and policy shall contain a clause providing that it shall not be cancelled by the insurance company without thirty (30) days written notice to the Owner of intention to cancel. See Exhibit D for an example at the end of this specification.

Unless otherwise specifically waived in writing signed by the Owner, the required insurance shall not be less than the following:

- i. Workmen's Compensation and Employer's Liability Insurance:
Shall be secured and maintained as required by the State of Minnesota.
- ii. Public Liability, Personal Injury, and Property Damage:
 1. Injury or death of one person....\$2,000,000
 2. Injury to more than one person
in a single accident.....\$2,000,000
 3. Property damage.....\$2,000,000
- iii. X-C-U Hazards: Same limits as for (ii) above. Under this provision it is required that basic exclusions for explosions, collapse, and underground hazards be removed from the policy, and so indicated as covered in the declarations and on certificates of insurance.
- iv. Automobile and Truck Public Liability, Personal Injury and Property Damage, including Owned and Non-Owned Vehicles:
 1. Injury or death of one person....\$2,000,000
 2. Injury to more than one person
in a single accident.....\$2,000,000
 3. Property damage.....\$2,000,000
- v. All Risk and/or Installation Floater: Before commencement of the work, the Contractor shall submit written evidence that he has obtained, for the period of the contract, builder's risk "all-risk" completed value insurance coverage excluding flood upon the entire project which is the subject of this contract and including completed work and work in progress. Such insurance shall include as additional named insureds the Owner, the Engineer and his consultants, and each of their officers, employees and agents, and any other persons with an insurable interest designated by the owner as an additional named insured. Such insurance may have a deductible clause but amount of deductible shall not exceed \$5,000.00. This insurance coverage shall not apply to a contract with no overhead building or structures which would be a part of, or effect the construction of the project.

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required insurance limits.

The above subparagraphs establish minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance that may be needed in connection with the construction of the project

b. INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Owner, Owner's elected officials and employees, Architect and the directors, officers, shareholders, employees and agents of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract or (3) the act or omission of Contractor, a Subcontractor or any individual, partnership, joint venture or corporation (a) directly or indirectly employed by Contractor or a Subcontractor or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by the Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amount thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising from the use and occupation by the Owner and its invitees of the building being renovated and expanded pursuant to the Contract or except those arising from the gross negligence of the Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of the Architect, their agents or employees, arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, designs or Specifications or (2) the giving of or the failure to give directions or instructions by the Architect, their agents or employees provided such giving or failure to give is the provided such giving or failure to give is the primary cause of the injury or damage. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to the Owner;

provided, that the Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to Contractor, the Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at Contractor's expense. In the event of failure by Contractor to fully perform in accordance with this indemnification paragraph, the Owner, at its option, and without relieving the Contractor of its obligations hereunder, may so perform, but all costs and expenses incurred by the Owner in that event shall be reimbursed by the Contractor to the Owner, together with interest on the same from the date any such expense was paid by the Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by the law of the jurisdiction to which the interpretation of the Contract is subject.

The obligations of the Contractor under this Section shall survive the expiration or termination of the Contract.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable or for the Contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. PERFORMANCE AND PAYMENT BOND

The Contractor shall, at the time of his execution of the agreement furnish a performance and payment bond as security for the faithful performance and payment of all his obligations under the contract. Such bonds shall be in a sum equal to the contract amount. The form of the bond shall be as the owner may prescribe and with a surety company authorized to do business in the state where the work is located and which is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register.

d. PATENTS, FEES AND ROYALTIES

Contractor shall pay all license fees and royalties and assume all costs incidental to the use in the performance of the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract documents for use in the performance of the work and if to the actual knowledge of owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by owner in the contract documents. Contractor shall indemnify and hold harmless, the Owner and Engineer, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

e. PERMITS AND LICENSES

All permits and licenses necessary for the performance of the work shall be secured by the Contractor prior to the commencement of the work. The Contractor shall also pay all public utility charges.

f. LAWS, REGULATIONS AND SAFETY

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the specifications or drawings are at variance therewith, he shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, he shall bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of,

and shall provide the necessary protection to prevent damage, injury or loss to:

- i. all employees on the job and other persons who may be affected thereby;
- ii. all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- iii. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 9.f.ii and iii caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and the Engineer has issued a notice to the Owner and the Contractor that work is acceptable.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents.

This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to The Owner.

g. WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, colored lights and/or watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by colored signal lights which shall be kept in operation from sunset to sunrise.

h. PUBLIC CONVENIENCE

The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed.

i. CROSSING UTILITIES, ETC.

Where the prosecution of the work results in the crossing of highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public or private entities, the Contractor shall secure written permission from the proper authority to cross said highway, railroad, street or utility before further prosecuting the work. A copy of the written document granting permission shall be filed with the Owner and Engineer before any work is done. The Contractor shall be required to obtain a written release from the applicable authority upon completion of the work. A copy of this written release shall be filed with the Owner and Engineer before final acceptance of the work is granted.

j. SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary facilities for the use of his employees and those of his Subcontractors as may be necessary to comply with the laws, rules or regulations of the Federal, State and local governments, or agencies or departments thereof.

k. PRESERVATION OF HISTORICAL OBJECTS

Where historical objects of potential archeological or paleontological nature are discovered within the areas on which the Contractor's operations are in progress, the Contractor shall restrict or suspend his operations in the immediate area of the discovery as may be necessary to preserve the discovered objects

until the Owner has made arrangements for their disposition or has recorded the desired data relative thereto.

The Contractor shall immediately notify the Owner of any historical objects he may discover or become aware of as the work is being prosecuted, and shall aid in the preservation and salvage program decided upon, as may be requested or ordered by the Owner. No work which the Contractor considers to be extra work shall be performed without the written authorization of the Owner.

The Owner shall have the right to restrict or suspend the Contractor's operations in the immediate area where historical objects are discovered for a period not to exceed 72 hours, without claim being made by the Contractor for any damages he might suffer as a result thereof. Any restrictions imposed shall not remain in effect for a period exceeding 72 hours unless mutually agreed to in writing.

10. PROGRESS AND COMPLETION OF WORK

a. NOTICE TO PROCEED

The date of commencement of the work is the date set forth in the notice to proceed. If there is no notice to proceed, commencement shall be the date of the contract or such other date as may be established therein. Thereupon, the Contractor shall begin and shall prosecute the work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the work within the time stated in the contract documents.

b. CONTRACT TIME

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the contract documents.

c. SCHEDULE OF COMPLETION

The Contractor shall submit, at such time as may reasonably be requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The construction schedule shall be submitted for approval by the Engineer and Owner no later than 10 days after preconstruction conference.

d. CHANGES IN THE WORK

Change Orders. A change order is a written order to the Contractor signed by the owner, issued after execution of the contract, authorizing a change in the work or an adjustment in the contract sum or contract time. A change order signed by the Contractor indicates his agreement therewith, including the adjustment in the contract sum or contract time and any claims for delay or work acceleration. Change orders are required if the change in work exceeds \$5,000.00.

Without invalidating the contract, the owner may, at any time or from time to time order additions, deletions or modifications in the work; these will be authorized by change orders. Upon receipt of a change order, Contractor shall proceed with the work involved. All such work shall be performed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided in Section 11 if requested by either party.

Additional work performed by the Contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in Section 6.I and except as provided in Section 10.d "Minor Changes in the Work".

Minor Changes in the Work. Engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a work order. If Contractor believes that any minor change or alteration authorized by Engineer entitled him to an increase in the contract price, he may make a claim therefor as provided in Section 11.

Extra Work. New and unforeseen items of work found by the Engineer or Owner to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall upon notice thereof to the Owner and not more than 20 days after discovery thereof be classed as extra work. The Contractor shall do such extra work and furnish such material as may be required for the proper completion or construction of the whole work contemplated upon written order from the Owner as approved by the Engineer. In the absence of such written order, no

claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with the best practice and in a workmanlike manner. Extra work required in any emergency to protect life and property shall be performed by the Contractor as required.

Claims for Additional Cost. If the Contractor wishes to make a claim for an increase in the contract sum, he shall give the Owner and Engineer written notice thereof within 20 days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Section 6.I. No such claim shall be valid unless so made. If the owner and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the Engineer. Any change in the contract sum resulting from such claim shall be authorized by change order.

Overrun of Unit Price Items. The City recognizes that the bid price is based on estimated quantity multiplied by unit price for each of the said quantities. The City also recognizes the contract calls for a final contract price which is the actual quantities used on the project multiplied by the unit price bid for each specific bid item. The Owner limits herein the amount the Owner will pay for increases in the number of units applied to the project over and above the estimated number of units as set forth in the plans and specifications.

Unless a change order in writing is approved by the City Council or the City Engineer where changes to the contract amount are less than \$5,000.00 in value, the Owner will not pay for an increase in units. Where changes to the contract exceed \$5,000.00, approval must first be obtained from the Engineer. After Engineer's approval, Contractor may be able to begin work on said Change Order if approval is given verbally or in writing by Engineer to begin work.

(NOTE: Change orders over \$5,000.00 authorized by the Engineer to prevent delay to the project shall be submitted to the City Council at the discretion of the Engineer.)

e. USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. The Owner will seek to minimize the delay to the Contractor occasioned by the Owner's occupancy before acceptance.

f. EXTENSION OF CONTRACT TIME

A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the Owner provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

g. LIQUIDATED DAMAGES

Time is the essence of the contract. The Contractor therefore agrees that the Owner will be entitled to damages for failure on the part of the Contractor to complete the work within the time limits provided for in the contract documents.

Should the Contractor neglect, refuse or otherwise fail to complete the project on or before the specified date, the amount shown in Section 1807 under table 1807.1 in the Mn/DOT Specifications dated April 29, 2013 or the most current Mn/DOT Specification, shall be deducted from any monies due or coming due to the Contractor or shall be paid to the owner not as a penalty but as liquidated damages for each and every calendar day or portion thereof that the contract shall remain uncompleted after the specified date for completion, unless otherwise specified in the special provisions of the project specifications. Liquidated damages are specified herein because of the extreme difficulty of ascertaining and establishing the actual damages which the Owner would sustain.

11. MEASUREMENT AND PAYMENT

a. DETAILED BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices form the basis for payment under the contract documents, the Contractor shall, within ten (10) days of receipt of the contract documents, submit an itemized breakdown of the contract amount having the value, including an allowance for profit and overhead, assigned to each part of the

work. Unless the breakdown of the contract amount is objected to by the Owner, it shall be used as the basis for all requests for payment.

b. REQUEST FOR PAYMENT

The Contractor may submit periodically, but not more than once each month, at the end of the calendar month, a request for payment for work done and materials delivered and stored on the site. Payment for materials stored on the site will be conditioned on the following:

- i. The Contractor shall submit evidence to establish the Owner's title to such materials, or a lien waiver must be submitted by the supplier.
- ii. Acceptable provisions have been made for storage.
- iii. The Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored material.

Each request for payment shall be itemized and computed as to work completed on all items listed in the detailed breakdown of contract amount less 5% to be retained until 95% of final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed.

After 95% of the work has been completed, the Owner, pursuant to Minnesota Statutes, Section 429.041, Subd. 6, shall upon the request of the Contractor, consider, after receiving the Engineer's recommendation, such portions of the retained price to be released as the Owner's governing body determines are not required to be retained to protect the Owner's interest in satisfactory completion of the contract.

c. ENGINEER'S ACTION ON A REQUEST FOR PAYMENT.

Within ten (10) days of submission of any request for payment by the Contractor, the Engineer shall:

- i. Approve the request for payment as submitted and forward it to the Owner.

- ii. Approve such other amount as he shall consider is due the Contractor informing the Contractor in writing of his reasons for approving the modified amount.
- iii. Withhold the request for payment, informing the Contractor in writing of his reasons for withholding it.

d. OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT

Within 20 days from the date of approval of a request for payment by the Engineer, the Owner shall:

- i. Pay the request for payment as approved by the Engineer.
- ii. Pay such other amount in accordance with Section 11.e as he shall decide is due the Contractor, informing the Contractor and the Engineer in writing of its reasons for paying the modified amount.
- iii. Withhold payment in accordance with Section 11.e informing the Contractor and the Engineer in writing of its reasons for withholding payment.

e. OWNER'S RIGHT TO WITHHOLD PAYMENT

The Owner may withhold payment in whole or in part to the extent necessary to protect itself from loss on account of any of the following causes:

- i. Violation of any of the terms of the contract documents.
- ii. Defective work not remedied.
- iii. Reasonable evidence indicating potential filing of claims by other parties against the Contractor or owner.
- iv. Failure of the Contractor to make payments to Subcontractors, material suppliers.
- v. Damage to the Owner or any other party.

When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.

f. INTEREST ON UNPAID REQUESTS FOR PAYMENT

Should the Owner fail to pay an approved request for payment within 30 days from the date of approval by the Engineer, and fail to inform the Engineer and the Contractor in writing of its reasons for withholding payment, the owner shall pay the Contractor interest on the unpaid amount of the request for payment pursuant to Minnesota Statutes Section 429.041, Subdivision 6.

g. PAYMENT FOR REJECTED WORK AND MATERIALS

Should the Owner direct the Contractor to not correct work that has been damaged or that has not been performed in accordance with the contract documents, an equitable deduction from the contract amount shall be made by means of a change order to compensate the Owner for the uncorrected work.

h. PAYMENT FOR REJECTED WORK AND MATERIALS

The removal of work and materials rejected under Section 8.e and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other Contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner in accordance with Section 8.e shall be paid by the Contractor within 30 days after written notice to pay is given by the owner. If the Contractor does not pay the expenses of such removal the owner may, after ten (10) days from the giving of written notice to the Contractor of the owner's intent to sell the materials, sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the Contractor.

i. PAYMENT FOR INCREASED OR DECREASED QUANTITIES

Whenever the quantity of any item of work as given in the proposal shall be increased or decreased payment for such item will be made on the basis of actual quantity completed, at the contract unit price for such item. No payment will be made for quantities placed without the prior written approval of the owner.

The Owner reserves the right to increase or decrease, by 25% of the original contract quantity, any of the quantities shown. In the event the actual quantities differ more than 25% of the original contract quantity, an equitable revision of the unit price shall be made when requested by either the Owner or the Contractor. This 25% limit does not apply to items specifically excluded or listed as optional by the Owner, nor to minor contract items (items amounting to 10% or less of the total contract).

j. PAYMENTS FOR EXTRA WORK.

Written notice of claims for payments for extra work shall be given by the Contractor within ten (10) days after receipt of a written order from the owner to proceed with the extra work and also before any work is commenced by the Contractor, except in emergency situations endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the owner. The Owner's written order for extra work shall specify any extension of the contract time and one of the following methods of payments:

- i. Unit prices or combinations of unit prices which formed the basis of the original contract.
- ii. A lump sum based on the Contractor's estimate, approved by the Engineer and accepted by the owner.
- iii. Actual cost plus overhead and profit as follows:
 1. The "actual cost" shall include labor, materials, and equipment necessary to complete the work as ordered by the Engineer.
 2. The Contractor shall be paid for all labor, and the foreman in direct charge, for every hour they are actually engaged in the force account work. An

amount equal to 45% of the sum of the above labor wage items will be paid the Contractor as full compensation for Workmen's Compensation, Social Security, pension and retirement allowances, and insurance, or other regular payroll deductions.

3. Equipment used, which has authorization by the Engineer, shall be paid for per the equipment rental rates in the Rental Rate Blue Book. The rates shall be paid for the actual time the equipment is in operation on the extra work items. Travel time to and from the job site will be allowed at rental rates when the equipment is moved under its own power. Where transportation is accomplished by other than its own power, the cost of the transport shall be paid for as approved by the Engineer. Equipment rates will have no percentages added to them for overhead or profit.
 4. Materials accepted by the Engineer and used, including transportation costs for delivery but exclusive of machinery rentals as set forth above, will be reimbursed to the Contractor for actual costs plus 15%.
- iv. Notwithstanding any of the foregoing, the Contractor acknowledges and agrees that payment for extra work shall not be paid using the total cost method or modified total cost method calculation.

k. RESPONSIBILITY OF THE CONTRACTOR

Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all the work performed at his expense. It shall be the Contractor's responsibility to pay for:

- i. Replacement of survey bench marks, reference and stakes provided by the Owner under Paragraph 7.d.
- ii. Lands by Contractor provided in accordance with Paragraph 7.b.
- iii. Insurance obtained in accordance with Paragraph 9.a and 9.b.

- iv. Performance Bond obtained in accordance with Paragraph 9.c.
- v. Royalties required under Paragraph 9.d
- vi. Permits and Licenses required of the Contractor and all Subcontractors.

I. PAYMENT FOR WORK SUSPENDED BY THE OWNER

If the work or any part thereof shall be suspended by the Owner as provided in Section 6.e and abandoned by the Contractor, the Contractor will then be entitled to payment for all work done on the portions so abandoned. No payment will be made for work deleted from the project which has not been started by the Contractor including but not limited to engineering and attorneys' fees.

m. PAYMENT FOR WORK BY THE OWNER

The cost of the work performed by the owner in taking possession of the work and equipment, tools and supplies in accordance with Section 6.g and in correcting deficiencies as provided in Section 6.f shall be paid by the Contractor.

n. PAYMENT FOR WORK BY THE OWNER FOLLOWING OWNER'S TERMINATION OF THE CONTRACT

Upon termination of the contract by the Owner pursuant to Section 6.g, no further payments shall be due the Contractor until the work is completed by the Owner. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be approved in writing by the Engineer and certified in writing by the Owner.

o. PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR

Upon suspension of the work or termination of the contract by the Contractor pursuant to Section 6.h the Contractor shall recover payments from the Owner for the work performed, plus loss on plant and materials, plus a reasonable profit on work performed.

p. PAYMENT FOR SAMPLES AND TESTING OF MATERIALS

Samples furnished in accordance with Section 5.i shall be furnished by the Contractor at his expense. Testing of samples and materials furnished in accordance with Section 5.i shall be arranged and paid for by the Owner, unless said tests fail, in which case they shall be paid for by the Contractor.

q. REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES

At the termination of this contract, but before acceptance of the work by the Owner, the Contractor shall remove all of his equipment, tools and supplies from the work site. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them with the cost of such removal to be charged to the Contractor.

r. CLEANING UP

Contractor shall keep the work site free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the work site as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

s. EXAMINATION OF COMPLETED WORK

If the Owner requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

t. RELEASE OF LIENS

Before any retained amounts are released or final payment is made, the Contractor shall submit with his application for payment to the Owner (1) an affidavit stating all payables, bills for materials and equipment and other indebtedness connected with the work for which the owner or his property might in any way be responsible, have been paid or satisfied; and (2) consent of surety, if any, to final payment. If any Subcontractor or material supplier refuses to furnish releases or receipts in full, Contractor may furnish a bond satisfactory to the Owner to indemnify him against such lien or claim.

u. ACCEPTANCE AND FINAL PAYMENT

When the Contractor has completed the work in accordance with the terms of the contract documents, the Contractor shall request in writing final acceptance and the Engineer shall certify in writing his acceptance and his approval of the Contractor's final request for payment to the Owner, which shall be the contract amount plus all approved modifications, less all approved deductions and less previous payments made.

The City shall accept the project within 60 days after receipt of the Contractor's request in writing or in the alternative notify the Contractor in writing the reasons why the project has not been accepted. The Owner's failure to respond within said 60 day period will be deemed to be acceptance of the project. Acceptance by the City for the purpose of beginning the warranty period will be deemed to be when the project is finally accepted by the Maple Grove City Council; however, in the case of a project which includes both utility improvements and street improvements, the Owner will accept the utility portion of the project upon written request by the Contractor and recommendation of the Project Engineer after the utility portion has been completed and is capable of being put into service by the Owner.

The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the performance bond, any legal rights of the Owner, required guarantees, and correction of faulty work after final payment under Section 11.v and shall authorize payment of the Contractor's final request for payment.

The Contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment to allow the Engineer to assemble and check the necessary data.

Before final payment is made, the Contractor shall make a satisfactory showing that he has paid the State and Federal income tax withheld from wages paid to the Contractor's employees for work performed under the contract.

CERTIFICATE OF COMPLIANCE WITH MINNESOTA STATUTES 290.92 & 270C.66:

Upon completion of the project and prior to final payment, the Contractor and all Subcontractors shall complete Minnesota Department of Revenue Form IC-134, revised January 2007. This form, Withholding Affidavit for Contractors, must be stamped and dated by the Department of Revenue and forwarded to the City of Maple Grove. Contractor can obtain copies of this form from the City or from the Minnesota Department of Revenue, Mail Station 6501, St. Paul, MN 55146 or by calling 651-282-9999 or 1-800-657-3594 outside the Metro area.

V. CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

The approval of the final request for payment by the Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give written notice to the Contractor of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within such time as may be prescribed by law or by the terms of special warranties required by the contract documents. The Engineer shall decide all questions arising under this paragraph.

W. WAIVER OF CLAIM

The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- i. Unsettled liens or claims;
- ii. Faulty or defective work; or

- iii. Failure of the work to comply with the requirements of the contract documents or the terms of any warranties specified therein.

The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

x. SEVERABILITY

If any provision of this contract is found to not be valid or enforceable, it shall not affect the validity or enforceability of the remaining provisions of the contract.

y. PREVAILING WAGES

In accordance with Minnesota Statutes 177.41 to 177.44 (the "Little Davis-Bacon Law") and Federal Statutes 40 U.S.C., Section 276-1 Davis Bacon Act, prevailing rates shall be paid for work performed as part of any State or Federal Aid project. The Contractor shall submit an affidavit indicating conformance to this Statute before any payment is made on the contract. Weekly certified payroll forms shall be submitted as the project progresses.

z. TARGETED GROUP BUSINESS (TGB)

State Aid projects over \$300,000.00 shall meet State of Minnesota Targeted Group Business (TGB) Statutes.

aa. PROMPT PAYMENT TO SUBCONTRACTORS

In accordance with Minnesota Statutes 471.425, each contract of a municipality must require the prime Contractor to pay any Subcontractor within ten (10) days of the prime Contractor's receipt of payment from the municipality for undisputed services provided by the Subcontractor. The contract must require the prime Contractor to pay interest of 1-1/2 percent per month or any part of a month to the Subcontractor on any undisputed amount not paid on time to the Subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime Contractor shall pay the actual penalty due to the Subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime

Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

[End of Conditions of the Contract]

EXHIBIT A
ADVERTISEMENT FOR BIDS
CITY PROJECT NO. _____
MAPLE GROVE, MINNESOTA
BIDS CLOSE:
TELEPHONE: 763-494-6000

Sealed bids will be received by the City of Maple Grove, Minnesota in the City Hall at 12800 Arbor Lakes Parkway until _____ on _____, _____, at which place and time they will be publicly opened by two or more persons who have been designated by the City to open bids. Bids are for the furnishing of labor and materials and all else necessary for improvements, consisting primarily of the following estimated quantities:

Plans and specifications, proposal forms and contract documents may be seen at the office of the City Clerk, Maple Grove, Minnesota.

Each bid shall be accompanied by a bidder's bond naming the City of Maple Grove as obligee, certified check payable to the Clerk of the City of Maple Grove or a cash deposit equal to at least five percent (5%) of the amount of the bid, which shall be forfeited to the City in the event that the bidder fails to enter into a contract.

Payment for the work will be by cash or check.

Contractors, subcontractors or material suppliers desiring a copy of the plans and specifications and proposal forms may obtain them from the office of the City Clerk, Maple Grove, Minnesota.

All bidders for this contract, including subcontractors and suppliers which have 40 or more full-time employees, shall submit a certified copy of their current Affirmative Action Declaration with their bid.

The Council reserves the right to reject any and all bids, to waive irregularities and informalities therein and further reserves the right to award the contract to the best interests of the City.

City Clerk
City of Maple Grove, Minnesota
Published in the Osseo-Maple Grove Press: _____
Published in the Construction Bulletin: _____

EXHIBIT B

**AFFIDAVIT AND INFORMATION
REQUIRED OF BIDDER**

Affidavit of Non-Collusion:

I hereby swear (or affirm) under the penalty for perjury:

- (1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed:_____

Firm Name:_____

Subscribed and sworn to before this ____ day of _____, ____.

Notary Public:_____

My Commission Expires:_____

Bidder's E.I. Number

(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941):_____

EXHIBIT C

CITY OF MAPLE GROVE

AFFIRMATIVE ACTION QUESTIONNAIRE

CITY PROJECT NO. _____

Please complete the questionnaire shown below and attach this sheet to the bid proposal. This sheet along with the Affirmative Action Certificate should be submitted with the bid. Failure to do so may cause the bid to be rejected.

I hereby certify that I have reviewed the Affirmative Action requirements as set forth in the specifications and declare the following (check one):

☐

We have fewer than 40 employees and are therefore exempt from the Affirmative Action requirement.

or

☐

We have attached a certified copy of our Affirmative Action Certification.

or

☐

We do not have a Certificate.

Name

EXHIBIT D



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John Smith Agency 123 Main Street Maple Grove, MN 55311		CONTACT NAME: PHONE: (A/C, No, Ext): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED ABC Construction 456 Main Street Maple Grove, MN 55311		INSURER A: Any Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT ADD'L INSD ENDT. <input checked="" type="checkbox"/> 5,000 PD DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefit Liabli \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	CONTRACTORS EQUIPMENT BLDG RISK OR INSTALLATION					Leased/Rented Equipment \$300,000 Any 1 Loc/In Transit or Project \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PROJECT: (INSERT PROJECT NAME HERE) CITY PROJECT NUMBER: (INSERT CITY PROJECT NUMBER HERE)
 CITY OF MAPLE GROVE, (INSERT CONSULTING SERVICES COMPANY HERE), AND THEIR CONSULTANTS, AND EACH OF THEIR OFFICERS, EMPLOYEES, AND AGENTS, AS WELL AS ANY OTHER PERSON WITH AN INSURABLE INTEREST DESIGNATED BY THE OWNER ARE LISTED AS ADDITIONAL INSURED IN REGARDS TO GENERAL LIABILITY, AUTO LIABILITY, AND UMBRELLA WHEN REQUIRED BY WRITTEN CONTRACT PER FORMS CGD604, CAT353 03/10, AND CGT804. 30 DAY NOTICE OF CANCELLATION APPLIES, 10 DAY NOTICE FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

CANCELLATION

CITY OF MAPLE GROVE 12800 ARBOR LAKES PARKWAY MAPLE GROVE, MN 55311-6180	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2010/05)

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EXHIBIT E

CONTRACTOR'S PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as Principal, hereinafter called CONTRACTOR, and _____ as Surety, hereinafter called Surety, are held and firmly bound onto _____ as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided in the amount of _____ Dollars (written), (\$ _____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, _____, entered into a Contract with OWNER for _____ in accordance with plans and specifications prepared by _____ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if CONTRACTOR shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and shall keep the project free and clear of all liens as provided in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Claimant is defined as one permitted by applicable law to file a Public Contractor's Bond claim for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include without limitation that part of water, gas, power, light, heat, oil, gasoline, telephone service, rental of equipment, insurance premiums, taxes, and any items for which a claim or lien may be filed against the Obligee under the applicable law.
2. The above named Contractor and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums as may be justly due claimant, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:

- a. Unless claimant has filed a public contractor's bond claim in the form and with the time provided under applicable law, or
 - b. After expiration of time for enforcement of a public contractor's bond claim by legal action.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
5. The Contractor and Surety shall keep the project free and clear of liens and shall promptly remove any and all liens filed against the project by claimants.
6. The Obligee's right of action on this bond, or for the breach thereof, shall not be limited by the conditions set forth in paragraphs 1 through 3 above.

Contractor

By _____
Signature

Printed Name of Signer

Title

Witness

By _____
Signature

Printed Name of Signer

Title

(If the Contractor is a partnership or joint venture, all partners or co-venturers must execute this Bond.

(If the Contractor is a partnership or joint venture, all partners or co-venturers must execute this Bond.)

Surety

Address

Phone No.

Witness

By _____
Signature

(Printed name of signer)

Title

Local address & telephone number

(The attorney-in-fact shall attach hereto a copy of this power of attorney, or other documents, which authorizes him to act on behalf of and to bind the surety.)

Mayor

City Administrator

Date

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL
(For use where Contractor is individual or partnership)

STATE OF MINNESOTA)
) §§
COUNTY OF _____)

On this _____ day of _____, ____, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing bond, and acknowledge that _he__ executed the same as free act and deed of the individual.

(NOTARIAL SEAL)

Notary Public

CERTIFICATE OF ACKNOWLEDGMENT
(For use where Contractor is a corporation)

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, ___, before me personally appeared _____ and _____ to me personally known who, being by me duly sworn, did say that they are respectively the _____ and _____ of _____ and that said instrument was executed in behalf of the corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

Notary Public

Full Name & Address of Surety Company's Home Office

Full Name, Address, Phone & Contact Person of Local Bond Agency

If this bond is executed outside of the State of Minnesota, it must be countersigned on the Performance Bond by a Minnesota resident agent of the Surety Company.

Name & Address of Agent affixing countersignature

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate surety.

EXHIBIT F

CONTRACTOR'S PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called CONTRACTOR, and _____ as Surety, hereinafter called Surety, are held and firmly bound onto the City of Maple Grove as Owner, hereinafter called OWNER, in the amount of _____ Dollars (written), (\$ _____), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated _____, _____ entered into a Contract with OWNER for construction of _____ in accordance with Contract Documents prepared as by _____, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if CONTRACTOR shall promptly and faithfully perform said Contract in conformance with the Contract Documents, and all guaranty, indemnity and warranty obligations specified therein, and shall promptly and faithfully remedy any breach of its obligations under the Contract Documents discovered with the time limits set by statute for commencement of actions, and shall pay any damages for unexcused late completion, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and Surety, and Surety shall pay such bidder pursuant to such Contract, while the Owner shall pay the Surety the cost of completion, up to the cost of completion, up to, but not exceeding, the balance of the contract price. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the OWNER to CONTRACTOR.

3. Promptly pay such items to the Owner as the Owner may be entitled from the Contractor under the Contract Documents, or for the breach thereof, but not exceeding the amount set forth in the first paragraph hereof.

The surety agrees to be bound by any award granted to the Owner against the Contractor in arbitration or judicial proceedings commenced pursuant to the Contract Documents.

No right of action shall accrue on this bond to or for the use of any person or corporation other than OWNER named herein or the heirs, executors, administrators or successors of OWNER.

Signed this _____ day of _____, ____.

Contractor

By_____
Signature

Printed Name of Signer

Title

Witness

By_____
Signature

Printed Name of Signer

Witness

Title

(If the Contractor is a partnership or joint venture, all partners or co-venturers must execute this Bond.)

Surety

Address

Phone No.

Witness

By _____
Signature

Printed name of signer

Title

Local address & telephone number

(The attorney-in-fact shall attach hereto a copy of this power of attorney, or other documents, which authorizes him to act on behalf of and to bind the surety.)

Mayor

City Administrator

Date

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL
(For use where Contractor is individual or partnership)

STATE OF MINNESOTA)
) §§
COUNTY OF _____)

On this _____ day of _____, ____, before me personally appeared _____, to me known to be the person__ described in and who executed the foregoing bond, and acknowledge that _he__ executed the same as free act and deed of the individual.

(NOTARIAL SEAL)

Notary Public

CERTIFICATE OF ACKNOWLEDGMENT
(For use where Contractor is a corporation)

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

On this _____ day of _____, ___, before me personally appeared _____ and _____ to me personally known who, being by me duly sworn, did say that they are respectively the _____ and _____ of _____ and that said instrument was executed in behalf of the corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

Notary Public

Full Name & Address of Surety Company's Home Office

Full Name, Address, Phone & Contact Person of Local Bond Agency

If this bond is executed outside of the State of Minnesota, it must be countersigned on the Performance Bond by a Minnesota resident agent of the Surety Company.

Name & Address of Agent affixing countersignature

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate surety.

EXHIBIT G
FORM OF AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, _____, between the City of Maple Grove, hereinafter called the "Owner" and _____ hereinafter called the "Contractor".

THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications as prepared by The City of Maple Grove - Engineering Department, and indicated below under Article IV, as provided by the Owner for:

_____ and to do everything required by this agreement and the contract documents.

ARTICLE II. The Contractor agrees that the work contemplated by this contract shall be fully and satisfactorily completed on or before _____.

ARTICLE III. The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the conformed copy of Proposal Form hereto attached, which prices shall conform to those in the accepted Contractor's Proposal Form on file in the Office of the City Clerk, City of Maple Grove, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be \$_____.

Monthly and final payment shall be made as provided in the City's Standard Specifications for Utility and Street Construction referred to herein.

ARTICLE IV. The contract documents shall consist of the following component parts:

1. Advertisement for Bids
2. Instruction for Bidders
3. Standard Specifications for Utility & Street Construction dated 2015, Maple Grove.
4. Special Provisions of the Project Specifications.
5. Proposal Form.
6. Performance and Payment Bond.
7. Plans and drawings which are attached to the specifications or which are identified as Sheets 1 through _____ for:
8. Addenda No. _____ through _____.

9. This Agreement

Each and all of the aforementioned contract documents are hereby incorporated into this agreement by specific reference and the terms and provisions thereof are and constitute a part of this Agreement as though attached hereto or fully set forth herein.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands as of the day and year first above written.

CITY OF MAPLE GROVE

By _____
Mayor

And _____
City Administrator

(Construction Company)

By _____

And _____

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.
CITY OF MAPLE GROVE)

The foregoing Contract was acknowledged before me this _____ day of _____, 20____, by the Mayor and City Administrator of the CITY OF MAPLE GROVE, a Minnesota municipal corporation, on behalf of said corporation.

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) SS.
CITY OF _____)

The foregoing Contract was acknowledged before me this _____ day of _____, 20____ by _____ and _____ of _____ on behalf of said corporation. (Company Name)

CERTIFICATE OF ACKNOWLEDGMENT
(For use where Contractor is individual or partnership)

STATE OF MINNESOTA)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledge that _____he executed the same as free act and deed of the individual.

(NOTARIAL SEAL)

Notary Public

CERTIFICATE OF ACKNOWLEDGMENT
(For use where Contractor is a corporation)

STATE OF MINNESOTA)
) SS
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____ and _____, to me personally known to be the _____ and _____, respectively, of _____, and that said instrument was executed in behalf of the corporation by authority of its _____ and said _____ and _____ acknowledged the instrument to be the free act and deed of the corporation.

(NOTARIAL SEAL)

Notary Public

EXHIBIT H
INFORMATION FOR BIDDERS

1. BID PROCEDURE:

Each Contractor has been furnished a specification, and one (1) extra proposal form. The Contractor shall submit a copy of his bid on the separate proposal form and in the specification book. A sealed envelope shall contain the two proposals.

2. PLAN PURCHASE:

A. Prime Contractor: A Prime Contractor may obtain a set of plans and specifications for purchase as stipulated in the Advertisement for Bids. The "City of Maple Grove, Standard Specifications for Utility and Street Construction, 2015", is not included in the plan purchase; however, it is available for purchase at the Maple Grove Government Center.

A Prime Contractor is defined as a general contractor who submits a bona fide bid or an electrical or mechanical subcontractor who provided a complete sub-bid to more than one general contractor. A bid for equipment or material only is not considered a complete sub-bid.

Prime Contractors may obtain more than one set of plans and specifications if necessary.

B. Material Supplier or Subcontractor: Any material supplier or subcontractor may obtain one (1) set of plans and specifications for a purchase as stipulated in the Advertisement for Bids.

Individual drawings and sections of the specifications may be purchased at a rate of three dollars and fifty cents (\$3.50) per sheet of drawings and twenty-five cents (\$0.25) per sheet of specifications for which no refund shall be made.

4. QUALIFICATION OF BIDDER: The Owner may request the bidder to submit information necessary to satisfy the owner that the bidder is adequately prepared to fulfill the contract. Such information may include past performance records, list of available personnel, plant, equipment, financial statement or any other pertinent information.

PROPOSAL FORM

EXHIBIT I
Contractor: _____

P R O P O S A L F O R

CITY PROJECT NO. _____

MAPLE GROVE, MINNESOTA

OPENING TIME: _____

OPENING DATE: _____

Honorable City Council
City of Maple Grove
P.O. Box 1180
12800 Arbor Lakes Parkway
Maple Grove, MN 55311

Gentlemen:

The undersigned, being familiar with your local conditions, having made the field inspections and investigations deemed necessary, having studied the plans and specifications for the work including Addenda Nos. _____ and being familiar with all factors and other conditions affecting the work and cost thereof, hereby proposes to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the plans and specifications on file with the City Clerk and City Engineer, P.O. Box 1180, 12800 Arbor Lakes Parkway, Maple Grove, MN 55311 as follows:

PROPOSAL FORM

The final amount of the contract shall be determined by multiplying the final measured quantities of the various items actually constructed and installed by the unit prices stated therefore, in the manner prescribed in the specifications. However, the low bidder shall be determined by adding the sums resulting from multiplying the quantities stated by the unit prices bid therefore.

Accompanying this bid is a bidder's bond, certified check or cash deposit in the amount of at least five percent (5%) of the amount of the bid made payable to the City of Maple Grove and the same is subject to forfeiture in the event of default on the part of the undersigned or failure on the part of the undersigned to execute the prescribed contract within fifteen (15) days of receiving the contract.

In submitting this bid, it is understood that the Owner retains the right to reject any and all bids and to waive irregularities and informalities therein, and to award the contract in the best interests of the Owner.

It is understood that bids may not be withdrawn for a period of time after the date and time set for the opening of bids. It is understood that the Owner reserves the right to retain the certified check or bond of the three (3) lowest bidders as determined by the Owner for a period of 30 days after the date set for the opening of bids.

Respectfully submitted,

By: _____

Title: _____

(A Corporation)
(An Individual)
(A Partnership)

Bidder's E. I. Number (Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941): _____

EXHIBIT J

CARING FOR YOUR NEW SOD FACT SHEET -2015

Crews will soon begin to restore the sod on the project. Care must be taken in order that it survives. We ask for your assistance to help ensure the sod receives adequate water and maintenance. Please avoid walking on your new sod for the first two weeks. The combined efforts of you and the contractor should result in a healthy, vigorous lawn. Please follow the information below.

WATERING

Please begin watering your new sod as soon as it has been placed. Your efforts, when combined with the contractor watering the sod for the required 30-day maintenance period, will help ensure the sod will grow and your lawn looking its best. After the initial 30-day sod maintenance period, it will be entirely up to you to water the sod. **Neither the contractor nor the City of Maple Grove will be responsible for replacing dead sod after the initial 30-day growing period.** Your actions will be especially important if there is little rainfall and hot temperatures. The rule of thumb for watering mature lawns is a minimum of 1 inch per week. **New sod requires twice as much water, or 2 inches per week done in 3 or 4 applications.** More frequent, lighter watering is not desirable. They encourage shallow roots instead of deep roots. Lawns need deep roots to help them withstand periods of little or no rain. During extended hot and dry periods, new sod should be thoroughly soaked every day. Checking to see if you are watering enough is done by placing a shallow, flat-bottomed container under the sprinkler. Then just measure the water depth in the container. *Any rainfall received during the week can be included in your 2 inches a week watering total.* You should continue watering the new sod for the remainder of the fall until the first few frost events.

MOWING AND FERTILIZING

Do not mow your newly placed sod for 3 weeks. This is the only method by which your sod will develop deep roots. Your new sod should not be mowed until either the grass lies over and mats down when wetted, or the grass goes to seed. Don't be alarmed if either of these conditions does not occur in the first 30 days. **Prior to mowing, set the mower deck at the highest setting and cut the new sod with this setting for the first several months. Your new sod may die if you cut it at the same setting as the one you ordinarily use to cut your mature lawn.**

Your new sod was fertilized at the place it was grown; therefore, it will not need fertilizer until next summer. **If you fertilize sooner, you risk killing the sod.** When you do fertilize for fall, remember to use a phosphorus-free fertilizer (i.e. 15-0-0, middle number is phosphorous and should be zero) and follow the manufacturer's instructions on application rates.

FUTURE MAINTENANCE

Remember, even after you new sod appears to have taken hold; it is not as sturdy as an established lawn. It takes a while for the roots to reach their mature length. Until the roots are mature, the sod is still susceptible to dry conditions. Remember to water deeply. It is also advisable to let the sod grow a little longer than normal when conditions are dry. Fertilize as described above if the sod begins to yellow.

EXHIBIT K

ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT # _____

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|--|
| (1) | The Contractor: <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity: <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

Sworn to and subscribed before me this
_____ day of _____, 20____,

Notary Public

My Commission Expires: _____

PLACE NOTARY SEAL HERE

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT # _____

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Submit this form to biddocsubmittal.dot@state.mn.us.

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT # _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. Submit this form to biddocsubmittal.dot@state.mn.us.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Sworn to and subscribed before me this
 _____ day of _____, 20____,

 Notary Public

My Commission Expires: _____

Rev. 1-28-2015

